

## State of Mississippi College Internship Program

The State of Mississippi College Internship Program is designed to provide opportunities for college students to obtain knowledge of State government and valuable hands-on work experience. Agencies, boards, and commissions may host interns to complete temporary projects and assignments. To qualify for internships, students must have completed 30 hours of coursework and currently be enrolled full-time at an accredited college or university. MSPB facilitates the recruitment and placement of interns throughout State government. The following information is a guide for agencies in hosting, recruiting and maximizing the impact of college interns.

#### **Hosting an Intern**

1. Determine the best time to hire an intern. You should recruit at least 7 to 10 weeks prior to the intern starting.

a. Summer: May – Augustb. Spring: January – Mayc. Fall: August – December

2. Determine the project or assignment the intern will be working on and the location of the position.

#### **Recruiting an Intern**

Agencies should follow the steps below to create the requisition and post the internship opportunity in NEOGOV™. MSPB will promote the opportunity on its website and through attending job fairs on college campuses.

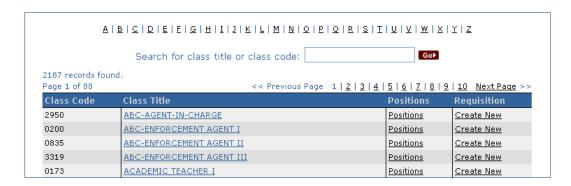
- 1. Log into the Online Hiring Center Departments Region of Insight
- 2. Click on Open New Requisition



NOTE: Links are available to allow a user to perform the following:

- Show all Reqs in My Dept = all requisitions in a department for which a user has access
- **Show Approval Detail** = details associated with an approval (*i.e.*, assignment, date, notes)
- View Department Users link = all the users assigned to a department
- Filled Requisitions
- Cancelled Requisitions

3. Locate the "Student Internship Program" class title, under the "Requisition" column, click on Create New



NOTE: Use the search functionality to narrow the results displayed.

- 4. Complete the following fields on the requisition screen:
  - **Desired Start Date** = This is the date the department wants the posting period to begin (MM/DD/CCYY).
  - **Requisition** # = Insight will populate this field each time a requisition is created.
  - **Working Title** = Enter the name associated with the Class Specification type (Occupational Name).
  - **Vacancies** = Enter the number of vacancies the agency wants to fill with this requisition.
  - **Department** = User will select the department associated with the requisition.
  - Position = User will select the appropriate position title "Student Internship Program".
  - **Hiring Manager** = User will select the name of the employee who has the authority to hire an applicant.
  - **Job Term** = Full-Time or Part-Time
  - **List Type** = Regular
  - **Requisition End Date** = This is the date the department wishes the job posting period to end (MM/DD/CCYY).
  - Special Qualifications = Special Qualifications will be used as your supplemental questions. Questions should be answered with "yes" or "no" if possible. (ex. Can you verify your GPA as 2.0 or higher? Have you completed 30 semester hours? Are you pursuing a degree in Communications, Journalism or Marketing?)
  - **County/Counties Name** = Identify the appropriate county/counties for the position. In order to choose more than one county, hold the Ctrl key when selecting.
  - **Shift Schedule** = Identify the appropriate shift schedule.
  - Travel Schedule = Identify the appropriate travel schedule for the position.
  - **Agency Information** = If the agency wants to be identified on the posting, enter name and address.
  - **Comments** = The department may enter in specific information related to the requested position(s).

- **No Approvals** = Check this box if no approvals are required. MSPB will still authorize the requisition even if this option is selected.
- Approval Levels = NEOGOV<sup>™</sup> allows for various approval groups to be added. If
  approvals are needed, select the approver(s) from the list boxes on the right side of the
  screen.
- 5. MSPB will promote the opportunity with the various career centers and by attending career fairs at the colleges and universities. MSPB encourages agencies to promote the internships as well when they attend job fairs on college campuses.

#### Executing a "Memorandum of Understanding" with Interns

- 1. To assist agencies, MSPB has created "Memorandum of Understanding" templates which agencies may use with their selected interns. Templates may be tailored according to an agency's particular needs. Templates are included at the end of this document and are also available on the MSPB website www.mspb.ms.gov.
- 2. The agency will need to determine whether the internship will be paid or unpaid.
- 3. If the internship provides compensation, then the intern should read and sign the "Internship MOU / Contractual Worker." The compensation to be provided must be inserted into the space provided within the MOU. The term of the internship should also be inserted or written into the space provided within the MOU.
- 4. If the internship does not provide compensation, then the intern should read and sign the "Internship MOU." The term of the internship should be inserted or written into the space provided within the MOU.
- 5. If the intern seeks to receive credit at a college or university as part of a scholastic curriculum, the course requirements should be reviewed prior to the internship to ensure completion. It is the responsibility of the student and the agency to coordinate academic credit with the college or university.
- 6. Upon acceptance of the internship, the intern must provide the agency with proof of enrollment, such as a letter from the appropriate university or college.
- It is encouraged that interns should receive training and experience oriented toward their particular field of study, though interns may occasionally have other duties to be performed for the agency.
- 8. An intern should not exceed a 40 hour work week.
- An intern should have his or her schedule set on or before the first day of the internship.
   The schedule should accommodate the intern's class schedule and the agency's particular needs.

#### Maximizing the Impact of an Intern

The mentor within the hosting agency plays a critical role in the value of a student's internship experience and the success of the projects assigned to the intern. Hosting an intern requires a significant commitment of time and energy. The ideal mentor should be achievement oriented and highly motivated.

A mentor is responsible for the following:

- Introducing the intern to agency structure and operation
- Introducing the intern to agency policies and procedures regarding use of property, appropriate dress, office hours, and applicable leave policies
- Introducing the intern to appropriate professional and clerical staff
- Allowing the intern an opportunity to participate in meetings, conferences, and other management functions
- Assigning and supervising the completion of tasks and responsibilities that are consistent with the intern's role in the agency
- Providing regular and on-going feedback with the intern

If you have questions regarding the program or how to create a new requisition for an intern, please contact the MSPB Career Counseling Center at 601-359-1406.

### INTERNSHIP MEMORANDUM OF UNDERSTANDING

|       | This Memorandu  | m of Understandir   | ng (hereinafter  | "MOU"), entere  | d into on this the   |
|-------|---|---|--|---|--|
|       | day of  | , 20, betwee  | n the  |   | (hereinafter   |
| "Agen | cy") and  |   | , (hereinafter "   | Intern"), as set for  | rth herein:  |
| 1.    | -   | J governs the relation of an employee of parties hereto.  | •  |   | _  |
| 2.    | reasonably neces<br>to provide studer   | ntern will be provious<br>sary to complete hints with professionations<br>is academically or            | is or her assign<br>al experience i  | ed tasks. This into<br>n the furtherance  | ernship is designed of their education                                 |
|       |   |   |  |   |  |
|       |   |   |  |   |  |
| 3.    | personnel in the<br>provide direct an<br>supervisor in the<br>written evaluation    | Intern shall work uperformance of vand close supervision Agency. At the Intern as cessary for school of | arious assignments on of the wore ern's request, required by the             | ents and projects<br>k of the intern k<br>his or her superv<br>e school or entity | The Agency will by an experienced isor will prepare a where the Intern |
| 4.    | conclude on the date. The Intern no more than 40 Intern and his or report as schedu | day of  | east, 20_<br>east hou<br>week. The in<br>ne first day. At<br>ntern will noti | , unless termir<br>rs over a period o<br>ternship schedule<br>any time that the   | Intern is unable to  |

This template is provided exclusively for use by agencies and entities under the purview of the Mississippi State Personnel Board. For agency-specific provisions or questions, please contact your legal counsel.

- 5. **Compensation.** No compensation will be given for the services rendered under this MOU by the Agency to the Intern.
- 6. **Reimbursement.** The Agency shall reimburse the Intern for meals, lodging, transportation, and associated travel expenses incurred in the performance of this MOU in compliance with accepted reimbursement State policies.
- 7. **Termination.** This MOU may be terminated at any time by either party in writing. In the event of such termination, the Agency shall have no obligation to the Intern except for reimbursement of approved travel expenses incurred prior to the effective date of termination.
- 8. **Modification or Amendment.** Modifications, changes or amendments to this MOU may be made upon mutual agreement of the parties hereto; however, any change, supplement, modification or amendment of any term, provision or condition of this MOU must be in writing and signed by both parties hereto and approved as required by law.
- 9. **Waiver.** Failure of either party to insist upon strict compliance with any terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this MOU.
- 10. **Benefits.** In accordance with Regulation 37 of the Mississippi Public Employees Retirement System (PERS), it is expressly understood and agreed that the Intern is not qualified to become a member of PERS under the terms of this MOU.\
- 11. Ownership of Property. The Intern expressly agrees and understands that all intellectual property, including copyright, in all works of authorship created during the internship or on equipment and property of the Agency, is owned by the State of Mississippi. All data collected by the Intern and all documents, notes, programs, databases (and all applications thereof), files, reports, studies and/or other material collected and prepared by the Intern in connection with this MOU shall be the property of the State of Mississippi upon completion of this MOU or upon termination of this MOU. The State of Mississippi hereby reserves all rights to the reports, information, data and all applications thereof and to any and all information and/or materials prepared in connection with this MOU. Notwithstanding this provision, the Intern may

- utilize non-privileged written products produced by the Intern for the purpose of scholastic evaluation and credit, if approved in writing by his or her Agency supervisor.
- 12. **Confidentiality.** The Intern recognizes that during this internship, sensitive and/or confidential information may be communicated to the Intern. He or she agrees to maintain strict confidentiality of any such information received in the course of this Internship. He or she agrees not to release any such information to any person or entity at any time without prior written approval by the Agency Executive Director or his or her duly appointed representative.
- 13. Use of State Property. The Intern shall have no ownership rights in or control of State property, which is defined to include all office space, space adjacent to the workplace controlled by the State or State agency, furniture, fixtures, equipment, and inventory including without limitation, all computer software, databases, servers, computer hardware, discs, and information of any kind contained in or recorded on physical or electronic data sources of any kind. The Intern is prohibited from using State property for personal use.
- 14. **Indemnification.** The Intern agrees to indemnify, defend, save and hold harmless the Agency from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorneys' fees, arising out of or caused by the Intern and/or Intern's agents in the performance of this MOU.
- 15. **Applicable Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Intern shall comply with all applicable Federal, State, local laws, regulations and Agency policies and procedures.
- 16. **Severability.** If any term or provision of this MOU is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this MOU shall not be affected thereby and each term and provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.
- 17. **Statement of Understanding.** The parties hereby attest that they are competent to enter into this MOU and that the signatures affixed hereto verify acceptance of all terms contained herein.

- 18. **Compliance with Laws.** The State of Mississippi is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, religion, sex, age, national origin, disability, genetic information, or any other consideration made unlawful by Federal, State, local laws or regulations.
- 19. **Entire Agreement.** This MOU constitutes the entire understanding of the parties with respect to the internship and supersedes and replaces any and all prior negotiations and/or understandings, written or oral, between the parties relating thereto.

| AGREED TO BY:        |           |
|----------------------|-----------|
| Name ("INTERN")      | <br>Date  |
| Traine ( intribut )  | ( )       |
| Address              | Telephone |
| City, State Zip Code |           |
|                      |           |
| BY:                  |           |
| Executive Director   | Date      |
|                      | ()        |
| Address              | Telephone |
| City. State Zip Code |           |

# INTERNSHIP MEMORANDUM OF UNDERSTANDING / CONTRACTUAL WORKER

| T    | his | his Memorandum of Understanding (hereinafter "MOU"), entered into on this the   |  |  |  |  |  |  |
|------|-----|---|--|--|--|--|--|--|
| day  | 0   | f, 20, creates a binding contract between the   |  |  |  |  |  |  |
|      |     | (hereinafter "Agency") and  |  |  |  |  |  |  |
| (her | ein | after "Intern"), as set forth herein:   |  |  |  |  |  |  |
| 1    |     | <b>Scope.</b> This MOU governs the relationship of the Intern and Agency. The Intern agrees that he or she is not an employee of the State of Mississippi, but is a paid contractual worker and shall perform services as assigned.   |  |  |  |  |  |  |
| 2    | 2.  | Services. The Intern will be provided a working environment and support services reasonably necessary to complete his or her assigned tasks. Description of services  |  |  |  |  |  |  |
| 3    |     | <b>Supervision.</b> The Intern shall work under the close observation or supervision of Agency personnel in the performance of various assignments and projects. The Agency will provide direct and close supervision of the work of the intern by an experienced supervisor in the Agency. At the Intern's request, his or her supervisor will prepare a written evaluation of the Intern as required by the school or entity where the Intern attends or as necessary for school credit on a form provided by the Intern, school or entity. |  |  |  |  |  |  |
| 4    | 1.  | <b>Term.</b> The internship shall begin on the day of, 20, and conclude on the day of, 20, unless terminated prior to that date. The Intern agrees to work at least hours over a period of weeks, but no more than 40 hours in any given week. The internship schedule will be set by the Intern and his or her supervisor on the first day. At any time that the Intern is unable to report as scheduled or is sick, the Intern will notify his or her supervisor prior to the beginning of the work day or as soon as possible.             |  |  |  |  |  |  |

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- 5. **Employment Status.** The Intern shall, during the entire term of this MOU, be construed to be a Contractual Worker. It is further understood that the consideration expressed herein constitutes the full and complete compensation for all services and performances hereunder and that any sum due and payable to the Intern shall be paid as a gross sum with withholdings or deductions being made by the Agency as required by law.
- 6. **Compensation.** Intern agrees to work in good faith to provide the services described above and to complete all assigned work within the total number of hours budgeted at \$\_\_\_\_\_ per hour. The Agency shall pay the Intern upon completion and acceptance of performance. The Intern shall submit a time sheet detailing work performed and hours worked to the Agency on a bi-weekly basis. The Agency shall pay the Intern on a bi-weekly basis for the actual number of hours worked, not to exceed \$\_\_\_\_\_ for the duration of this MOU. The total value of this contract shall not exceed \$\_\_\_\_\_.
- 7. **Reimbursement.** The Agency shall reimburse the Intern for meals, lodging, transportation, and associated travel expenses incurred in the performance of this MOU in compliance with accepted reimbursement State policies.
- 8. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency to proceed under this MOU is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the MOU are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon five (5) calendar days written notice to the Intern to terminate this MOU without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.
- 9. **Termination.** This MOU may be terminated at any time by either party, upon five days' notice, in writing. In the event of such termination, the Agency shall have no obligation to the Intern except for just and equitable compensation for satisfactory work completed by the Intern and reimbursement of approved travel expenses incurred prior to the effective date of termination. Such compensation shall be based upon the rate set forth in Paragraph 6, but in no case shall said compensation exceed the total contract price set forth in Paragraph 6.

Notwithstanding the above, the Intern shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of any breach of this MOU by the Intern, and the Agency may withhold any payments to the Intern for the purpose of offsetting damages until such time as the exact amount of damages due to the Agency from the Intern is determined.

- 10. Modification or Amendment. Modifications, changes or amendments to this MOU may be made upon mutual agreement of the parties hereto; however, any change, supplement, modification or amendment of any term, provision or condition of this MOU must be in writing and signed by both parties hereto and approved as required by law.
- 11. **Waiver.** Failure of either party to insist upon strict compliance with any terms, covenants and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this MOU.
- 12. **Benefits.** In accordance with Regulation 37 of the Mississippi Public Employees Retirement System (PERS), it is expressly understood and agreed that the Intern is not qualified to become a member of PERS under the terms of this MOU.
- 13. **Transparency.** In accordance with the Mississippi Accountability and Transparency Act of 2008, Section 27-104-151, et seq., of the Mississippi Code of 1972, as Amended, the American Accountability Act of 2009 (P.L. 111-5), where applicable, and SB 2923, 2009 Regular Session of the Mississippi Legislature, where applicable, a fully executed copy of this MOU shall be posted to the State of Mississippi's accountability website at: <a href="https://merlin.state.ms.us">https://merlin.state.ms.us</a>.
- 14. Ownership of Property. The Intern expressly agrees and understands that all intellectual property, including copyright, in all works of authorship created during the internship or on equipment and property of the Agency, are owned by the State of Mississippi. All data collected by the Intern and all documents, notes, programs, databases (and all applications thereof), files, reports, studies and/or other material collected and prepared by the Intern in connection with this MOU shall be the property of the State of Mississippi upon completion of this MOU or upon termination of this MOU. The State of Mississippi hereby reserves all rights to the reports, information, data and all applications thereof and to any and all information and/or materials prepared in connection with this MOU. Notwithstanding this provision, the Intern may utilize non-privileged written products produced by the Intern for the purpose of scholastic evaluation and credit, if approved in writing by his or her Agency supervisor.
- 15. Confidentiality. The Intern recognizes that during this internship, sensitive and/or confidential information may be communicated to the Intern. He or she agrees to maintain strict confidentiality of any such information received in the course of this internship. He or she agrees not to release any such information to any person or entity at any time without prior written approval by the Agency Executive Director or his or her duly appointed representative.

- 16. Use of State Property. The Intern shall have no ownership rights in or control of State property, which is defined to include all office space, space adjacent to the workplace controlled by the State or State agency, furniture, fixtures, equipment, and inventory including without limitation, all computer software, databases, servers, computer hardware, discs, and information of any kind contained in or recorded on physical or electronic data sources of any kind. The Intern is prohibited from using State property for personal use.
- 17. Disputes. Any dispute concerning a question of fact under this MOU which is not disposed of by agreement shall be decided by the Executive Director of the Agency or such person as the Executive Director may select. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Intern and shall be final and conclusive.
- 18. **Indemnification.** The Intern agrees to indemnify, defend, save and hold harmless the Agency from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorneys' fees, arising out of or caused by the Intern and/or Intern's agents in the performance of this MOU.
- 19. **Applicable Law.** This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Intern shall comply with all applicable Federal, State, local laws, regulations and Agency policies and procedures.
- 20. **Severability.** If any term or provision of this MOU is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this MOU shall not be affected thereby and each term and provision of this MOU shall be valid and enforceable to the fullest extent permitted by law.
- 21. **Statement of Understanding.** The parties hereby attest that they are competent to enter into this MOU and that the signatures affixed hereto verify acceptance of all terms contained herein.
- 22. **Compliance with Laws.** The State of Mississippi is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, religion, sex, age, national origin, disability, genetic information, or any other consideration made unlawful by Federal, State, local laws or regulations.
- 23. **Procurement Regulations.** This MOU shall be governed by the applicable provisions of the *Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS 39201, for inspection or by download at <a href="https://www.mspb.ms.gov">www.mspb.ms.gov</a>.

and/or understandings and agreements, written or oral, between the parties relating thereto. AGREED TO BY: Name ("INTERN") Date Telephone Address City, State Zip Code ("AGENCY") BY: \_\_\_\_ **Executive Director** Date Telephone Address City, State Zip Code

24. **Entire Agreement.** This MOU constitutes the entire understanding of the parties with respect to the internship and supersedes and replaces any and all prior negotiations